*mons* v. *Johnson*, 76 Minn. 76, 78 N. W. 1035. However, with champertous contracts it is not the mere payment of money, but rather the performance of services with such contingent compensation in view which is of doubtful policy. Further, to allow such recovery in quasi-contract would tend to encourage the formation of champertous contracts, as the attorney then has nothing to lose and everything to gain. See *Roller* v. *Murray*, 112 Va. 780, 787, 72 S. E. 665, 687. Wherefore the jurisdictions which strongly disapprove of champerty have refused recovery in *quantum meruit* as well as on the contract. *Butler* v. *Legro*, 62 N. H. 350; *Mazureau* v. *Morgan*, 25 La. Ann. 281; *Ackert* v. *Barker*, 131 Mass. 436. See KEENER, QUASI-CONTRACTS, 262; Brooks, "Champerty and Maintenance in the United States," 3 VA. L. REV. 421, 422.

CONFLICT OF LAWS — JURISDICTION OVER TORTS TO FOREIGN REALTY — WHETHER STATUTE CONFERRING JURISDICTION IS RETROACTIVE. — The plaintiff brought suit in New York for the burning of his mill in Kansas in 1882. At the time of the alleged injury, no action could be brought in New York for an injury to foreign realty; but a statute passed in 1913 permitted such a suit. (NEW YORK CODE OF CIVIL PROCEDURE, § 982 *a*.) The defendant demurred to the complaint, on the ground that the statute should not be construed as retroactive, since it created a new substantive right. *Held*, that the demurrer be sustained. *Jacobus* v. *Colgate*, 54 N. Y. L. J. 2033 (Ct. of App. N. Y.)

It is a generally accepted rule of the conflict of laws that a right created by the appropriate law exists as a fact and will be recognized everywhere. See *King* v. *Sarria*, 69 N. Y. 24, 31. See DICEY, CONFLICT OF LAWS, 2 ed., 23. But any state may refuse to give a right of access to its courts, and so refuse to enforce the recognized right. See DICEY, CONFLICT OF LAWS, 2 ed., 31. Before the statute, New York followed the anomalous common law rule and refused to enforce such rights when growing out of injuries to foreign realty. *Brisbane* v. *Pennsylvania R. Co.*, 205 N. Y. 431, 98 N. E. 752; *Dodge* v. *Colby*, 108 N. Y. 445, 15 N. E. 703. But, nevertheless, the courts of that state have recognized the existence of the plaintiff's right. *Sentenis* v. *Ladew*, 140 N. Y. 463, 35 N. E. 650. And there is no doubt that a right may exist without a remedy. For example, when a plaintiff under certain disabilities is not permitted to come into court, he may sue if the disability is removed by consent, or by legislative action, although his substantive rights remain unchanged. *Bennett* v. *Bennett*, 116 N. Y. 584, 23 N. E. 17; *Sims* v. *Sims*, 79 N. J. L. 577, 76 Atl. 1063; *Burdick* v. *Freeman*, 120 N. Y. 420, 24 N. E. 949; *cf. Gardner* v. *Thomas*, 14 Johns. (N. Y.) 134. Accordingly, the statute in the principal case did not create a new right of redress, but gave a remedy for a right already existing, though previously unenforceable. The general rule is that statutes operate prospectively only, unless a contrary intention clearly appears. *Sherrill* v. *Christ Church*, 121 N. Y. 701, 25 N. E. 50. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., 642. But a statute which deals only with procedure, even though it supplies a remedy for a hitherto unenforceable right, or substitutes or adds a new remedy, applies *primâ facie* to actions on accrued as well as on future rights. *Fisher* v. *Hervey*, 6 Colo. 16; *Robinson* v. *Ferguson*, 119 Iowa 325, 93 N. W. 350; *Richardson* v. *Fletcher*, 74 Vt. 417, 424, 52 Atl. 1064, 1067. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 674. Thus the reasoning of the court in the principal case seems opposed to the theory of the conflict of laws and to the general rules of statutory construction. But it is possible that the particular circumstances surrounding this statute justified the court's interpretation of the legislative intent.

CONSTITUTIONAL LAW — OBLIGATION OF CONTRACTS — VALIDITY OF STATUTE RESERVING POWER TO ALTER CONTRACTUAL RIGHTS THROUGH REPEAL OF LEGISLATION. A creditor filed a bill to enforce the statutory liability of